

**UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF VIRGINIA**  
Lynchburg Division

IN RE:  
JANET C. PALMATEER  
EDWARD A. PALMATEER  
Debtors

Case No. 16-60727-RBC

Chapter 13

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WELLS FARGO BANK, N.A.  
Movant

v.  
JANET C. PALMATEER  
EDWARD A. PALMATEER  
Debtors/Respondents

and  
HERBERT L. BESKIN  
Trustee/Respondent

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**NOTICE OF DEFAULT**

Upon information provided by Wells Fargo Bank, N.A. (the “Movant”), the undersigned counsel, Andrew Todd Rich and BWW Law Group, LLC, hereby files this Notice of Default (the “Notice of Default”), and respectfully represents as follows:

1. The Movant is the beneficiary under a Deed of Trust executed by Janet C. Palmateer and Edward A. Palmateer (the “Debtors”), which encumbers the real property known as 443 Grace Johnson Road, Kents Store, VA 23084-2253 (the “Property”).

2. An Agreed Order Modifying Automatic Stay was entered by the Court in this case on February 21, 2017 (the “Agreed Order”). The Debtors are in default under the terms of the Agreed Order. The Debtors have failed to make the following payments required by the terms of the Agreed Order (the “Default”):

May 01, 2017 Post-Petition Payment	\$1,419.78
June 01, 2017 Post-Petition Payment	\$1,419.78
July 01, 2017 Post-Petition Payment	\$1,419.78
Suspense Balance	-\$84.61

3. Pursuant to the terms of the Agreed Order, within fourteen (14) days of the date of this Notice of Default, the Debtors or Chapter 13 Trustee (the “Trustee”) must either: (a) cure the Default

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Andrew Todd Rich, VSB#74296  
8100 Three Chopt Rd., Suite 240  
Richmond, VA 23229  
(804) 282-0463  
*Counsel for the Movant*

by tendering to the Movant \$4,174.73 (the total amount of the Default, which includes \$0.00 for attorney's fees associated with the filing of this Notice of Default) in certified funds at the payment address listed in paragraph no. 4 below; (b) file an objection stating that no default exists; or (c) file an objection with the court stating any other reason why an Order granting relief from the automatic stay should not be entered.

4. Any cure of the Default must include payment of all amounts set forth herein, as well as payments which have subsequently become due under the terms of the Agreed Order and any amounts that are due at the time the Default is cured. Acceptance of partial payment by the Movant during the 14-day cure period shall not constitute a satisfaction or waiver of the Notice of Default. Any cure payments should be sent to the following address:

Wells Fargo Bank N.A.  
3476 Stateview Blvd., MAC X7801-014  
Fort Mill, SC 29715

5. If the Debtors or Trustee do not take one of the actions set forth in paragraph no. 3 hereinabove, the Movant may file a certificate with the court stating that the Movant has complied with the terms of the Order, and the court may grant relief from the automatic stay without further notice to the Debtors. If the automatic stay is terminated, the Property may be sold at foreclosure.

Dated: July 11, 2017

Respectfully Submitted,  
BWW Law Group, LLC

/s/ Andrew Todd Rich  
Andrew Todd Rich, VSB# 74296  
BWW Law Group, LLC  
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(804) 282-0541 (facsimile)  
bankruptcy@bww-law.com  
*Attorney for the Movant*

**CERTIFICATE OF SERVICE**

I certify that on this 11th day of July, 2017, the following persons were or will be served a copy of the foregoing Notice of Default via the CM/ECF system or by first class mail, postage prepaid:

Herbert L. Beskin, Trustee  
PO Box 2103  
Charlottesville, VA 22902

Shannon T. Morgan  
307 West Rio Road  
Charlottesville, VA 22901

Janet C. Palmateer  
443 Grace Johnson Road  
Kents Store, VA 23084

Edward A. Palmateer  
443 Grace Johnson Road  
Kents Store, VA 23084-0000

/s/ Andrew Todd Rich

Andrew Todd Rich